

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

AGROFRESH INC.,)
)
)
Plaintiff,)
)
v.) C.A. No. 16-662-MN
)
ESSENTIV LLC, DECCO U.S. POST-)
HARVEST, INC., CEREXAGRI, INC. d/b/a)
DECCO POST-HARVEST, and UPL, LTD.,)
)
Defendants.)

FINAL JUDGMENT UNDER FED. R. CIV. P. 54(b)

This 18th day of December 2020, the Court having entered Amended Judgment (D.I. 644) and the parties and the Court agreeing that there is no just reason for delay (D.I. 650), the Court hereby enters partial final judgment under Federal Rule of Civil Procedure 54(b) as follows:

1. Judgment is entered in favor of Plaintiff AgroFresh Inc. (“Plaintiff”) and against Defendants Decco U.S. Post-Harvest, Inc. (“Decco”) and UPL, Ltd. (“UPL”) (collectively, “Defendants”) with respect to willful misappropriation of trade secrets (b), (c), and (f), unfair competition, intentional interference with MirTech agreements and business relationship, intentional interference with customer contracts, and conversion.
2. Judgment is entered in favor of Defendants Decco and UPL and against Plaintiff with respect to the claims of misappropriation of trade secrets (a), (d), and (e) (*see* attached verdict form), the claims of intentional interference with prospective business relationships, the claims of civil conspiracy, and the claim for infringement of claim 1 of U.S. Patent No. 6,017,849.

3. Judgment is entered in favor of Plaintiff and against Defendants Decco and UPL for damages in the amount of \$6,000,000.00 for actual loss caused by Defendants and an additional \$1,013,000.00 for unjust enrichment caused by the trade secret misappropriation.

4. Judgment is entered in favor of Plaintiff and against Defendants Decco and UPL for punitive damages in the amount of \$6,000,000.00 for any one or more of Defendants' unfair competition, intentional interference with MirTech agreements and business relationship, intentional interference with customer contracts, and conversion.

5. Judgment is entered in favor of Plaintiff and against Defendants Decco and UPL for pre-judgment interest on the \$6,000,000 actual loss damages award at the prime rate compounded quarterly from 2016 through October 30, 2019 in the amount of \$651,163.

6. Judgment is entered in favor of Plaintiff and against Defendants Decco and UPL for pre-judgment interest on the \$1,013,000 unjust enrichment damages award at the prime rate compounded quarterly from August 3, 2016 through October 30, 2019 in the amount of \$160,354.

7. Post-judgment interest on the actual loss damages, unjust enrichment damages, and punitive damages (which together total \$13,013,000) began accruing on October 30, 2019, the date of the Judgment Following Jury Verdict (D.I. 586). Judgment is entered in favor of Plaintiff and against Defendants Decco and UPL for post-judgment interest, at the rate of 1.59% compounded annually, on the \$13,013,000 award from October 30, 2019 until the judgment is paid.

8. Judgment is entered in favor of Plaintiff and against Defendants Decco and UPL for post-judgment interest on the pre-judgment interest award of \$811,517, at the rate of 1.59% compounded annually from the date this Amended Judgment is entered until the judgment is paid.

IT IS FURTHER ORDERED that the deadline for any party to move for costs and attorneys' fees (including under 35 U.S.C. § 285) is extended to fourteen (14) days after the time for appeal has expired or, if an appeal has been timely filed, within fourteen (14) days after issuance of the mandate from the appellate court, and no party shall file any such motion before that time.



The Honorable Maryellen Noreika
United States District Judge